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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	94002646
Party	Applicant Robert Moore
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Submission	Motion to Suspend for Settlement Discussions
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IN THE UNITED STATES PATNET AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Robert Moore,
Applicant

vs.

Juan Mean Burrito, Inc.,
Registrant.

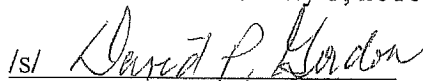
Concurrent Use No. 94002646

**JOINT MOTION TO SUSPEND PROCEEDING UNTIL BOARD REVIEWS
SETTLEMENT AGREEMENT**

The Parties, Robert Moore and Juan Mean Burrito, Inc. (hereinafter "JMB"),
through their counsel, hereby move to suspend Concurrent Use Proceeding No.
94002646. This motion is made to allow the Board time to review the Agreement entered
into between the parties on May 1, 2012 and attached as Exhibit 1.

Dated: February 5, 2016

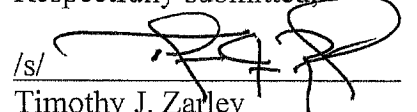
/s/



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Respectfully submitted,

/s/



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Attorney for Applicant

AGREEMENT

This Agreement, dated April 25, 2012, is by and between Juan Mean Burrito, Inc., a California corporation, located and doing business at 8938 Airport Rd., Redding, CA 96002-9214 ("JMB"), and Robert Moore, an individual having an address of 3135 61st Street, Des Moines, IA 50322 ("MOORE").

WHEREAS, JMB has been using the name "BURRITO BANDITO" in commerce for its restaurants and restaurant services since at least as early as January 1, 2003;

WHEREAS, JMB currently has five restaurants in operation in California under the name "BURRITO BANDITO".

WHEREAS, JMB filed a trademark application, U.S. Serial No. 85/291,746 for "BURRITO BANDITO" on April 11, 2011;

WHEREAS, MOORE has been using the name "BANDIT BURRITO" in commerce for its restaurants and restaurant services since at least as early as June 1, 2008;

WHEREAS, MOORE currently has one restaurant in operation in Iowa under the name "BANDIT BURRITO";

WHEREAS, MOORE filed a trademark application U.S. Serial No. 85/278,793 on March 28, 2011;

WHEREAS, JMB's trademark application, U.S. Serial No. 85/291,746 was suspended pending a final disposition of MOORE's trademark application U.S. Serial No. 85/278,793;

WHEREAS, JMB filed an Opposition proceeding in the U.S. Patent and Trademark Office, Opposition No. 91201597 on September 14, 2011; and

WHEREAS, JMB and MOORE wish to settle the Opposition proceeding, avoid future conflict, and prevent customer confusion.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, it is agreed as follows:

1. Concurrent with the execution of this Agreement, MOORE shall execute a CONSENT AGREEMENT (attached hereto as Exhibit 1) in JMB's trademark application U.S. Serial No. 85/291,746 and provide the same to JMB by email and express delivery.
2. Within ten (10) days of receiving the CONSENT AGREEMENT, JMB shall file the CONSENT AGREEMENT and other remarks with the U.S. Patent and Trademark Office in U.S. Serial No. 85/291,746, requesting that JMB's trademark application be allowed.
3. Concurrent with JMB's filing of the CONSENT AGREEMENT and other remarks, JMB and MOORE shall file a MOTION TO SUSPEND FOR GOOD CAUSE (attached hereto as Exhibit 2) in Opposition No. 91201597 which shall suspend Opposition No. 91201597 for six months.

4. If the CONSENT AGREEMENT is not deemed sufficient to permit allowance of the application by the Trademark Examiner in U.S. Serial No. 85/291,746, MOORE and JMB shall take mutually agreeable steps to modify the CONSENT AGREEMENT to make it sufficient to permit allowance of the application. If MOORE and JMB cannot agree on such mutually agreeable steps, within ten (10) days of determining that such mutually agreeable steps cannot be agreed upon, MOORE and JMB shall file a MOTION FOR RESUMPTION in Opposition No. 91201597 and this Agreement shall terminate.

5. MOORE shall not file any opposition to the registration of JMB's trademark "BURRITO BANDITO" nor assist others in doing so, nor shall MOORE petition to cancel JMB's trademark, once issued, nor assist other in doing so. Notwithstanding the above, if MOORE shall be ultimately unsuccessful in obtaining a concurrent use trademark registration for its trademark "BANDIT BURRITO" because of JMB's registered trademark "BURRITO BANDITO", MOORE shall be permitted to file a petition to cancel JMB's trademark registration for "BURRITO BANDITO", and JMB shall be permitted to defend its trademark registration.

6. Within ten (10) days of a Notice of Allowance of the trademark "BURRITO BANDITO" to JMB, MOORE and JMB shall file a CONSENT MOTION TO TERMINATE THE OPPOSITION PROCEEDING IN FAVOR OF A CONCURRENT USE PROCEEDING (attached hereto as Exhibit 3) in Opposition No. 91201597.

7. JMB shall take the steps deemed necessary, including signing necessary documents, at no cost to JMB, to help MOORE obtain a concurrent use trademark registration for “BANDIT BURRITO” in International Class 043 for use with the goods and services “restaurant and catering services; take-out restaurant services” limited to the area defined by a 250 mile radius surrounding East 9th and Grand, Des Moines, IA plus an additional 50 mile radius clockwise from the 5 o’clock position to the 1 o’clock position. For avoidance of doubt as to the area, attached hereto as Exhibit 4 is a map with the defined area including the entire inner circle (250 mile radius) plus the outer area from the red line at the 5 o’clock position clockwise to the red line at the 1 o’clock position (the additional 50 mile radius clockwise from the 5 o’clock position to the 1 o’clock position).

8. JMB and MOORE agree that it is in both of their interest to avoid any customer confusion between JMB’s BURRITO BANDITO restaurants and restaurant services, and MOORE’s BANDIT BURRITO restaurants and restaurant services. In recognition thereof, JMB and MOORE agree that:

- a. MOORE shall limit the use of the BANDIT BURRITO trademark and advertisement of the same to restaurants in the geographic location defined by a 250 mile radius surrounding East 9th and Grand, Des Moines, IA plus an additional 50 mile radius clockwise from the 5 o’clock position to the 1 o’clock position.
- b. JMB shall limit the use of the BURRITO BANDITO trademark and advertisement of the same to restaurants in the geographic location defined by the entire United States of America except for an area defined by a 250 mile

radius surrounding East 9th and Grand, Des Moines, IA plus an additional 50 mile radius clockwise from the 5 o'clock position to the 1 o'clock position.

- c. JMB and MOORE shall undertake to cooperate with each other to jointly take whatever additional steps are necessary to avoid customer confusion, including customer confusion at "border areas".
- d. If JMB and MOORE cannot agree on the additional steps necessary to avoid customer confusion, JMB and MOORE shall submit their separate proposals to mediation in the jurisdiction in which such customer confusion is likely to occur or is occurring.

9. Neither MOORE nor JMB is an agent of the other. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, employment, franchise, or similar such agreement between the parties.

10. This Agreement shall be binding for as long as MOORE or his successors or assigns maintains at least one restaurant under the name BANDIT BURRITO and as long as JMB and its successor or assigns maintains at least one restaurant under the name BURRITO BANDITO.

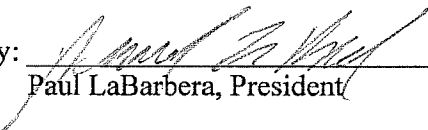
11. JMB and MOORE each warrant and represent that it/he has the power and authority to enter into this Agreement.

12. This Agreement constitutes the entire understanding of and between the parties with respect to the subject matter hereof, supersedes any prior understandings or agreements, and may not be varied or modified orally or otherwise, except by an instrument in writing duly executed by the parties and specifically referring to this Agreement. Nothing in this Agreement shall convey or imply any right from any of the parties to any other of the parties except as expressly set forth in this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

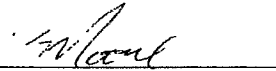
IN WITNESS WHEREOF, Juan Mean Burrito, Inc., and Moore have caused this Agreement to be signed by themselves or their respective duly authorized officers as of the month, day, and year written below.

JUAN MEAN BURRITO, INC.

By: 
Paul LaBarbera, President

Date: 5-1-12

ROBERT MOORE


Robert Moore

Date: 5/1/12